

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

BERHAN ABRAHAM, )  
 ) No. 2:08-CV-01125-RSM  
Plaintiff, )  
 ) ANSWER AND AFFIRMATIVE  
v. ) DEFENSES  
 )  
MERCHANTS CREDIT CORPORATION, )  
a Washington Corporation, and JOHN DOE )  
COLLECTOR an unidentified debt )  
collector for Merchants Credit Corporation, )  
 )  
Defendant. )  
\_\_\_\_\_ )

In response to the Complaint filed herein, the Defendants answer as follows:

**I.  
COMPLAINT**

Answering Paragraph 1.1, Defendant Merchants Credit Association denies liability, affirmatively states that the statute of limitations has run on Plaintiff's claims, that no private cause of action exists under 19.16, ("WCAA") that Plaintiff's damages, if any, have

1 been reimbursed, with interest.

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3  
4 **II.**  
**JURISDICTION & VENUE**

5 Answering Paragraph 2.1, Defendants admit that the court has jurisdiction over  
6 federal claims, and supplemental jurisdiction only if federal claims are maintained.

7 Answering Paragraph 2.2, Defendants admit venue to the extent jurisdiction is  
8 maintained.

9  
10 **III.**  
**FEDERAL QUESTION**  
11 **SUBJECT MATTER JURISDICTION**

12 Answering Paragraph 3.1, Defendants admit.

13 Answering Paragraph 3.2, Defendants admit.

14 Answering Paragraph 3.3, Defendants admit.

15 Answering Paragraph 3.4, Defendants admit.

16 Answering Paragraph 3.5, Defendants admit.

17 Answering Paragraph 3.6, Defendants admit that the collector is an employee of the  
18 collection agency.

19 Answering Paragraph 3.7, Defendants admit.

20 Answering Paragraph 3.8, Defendants admit use as employee of Merchants Credit  
21 Association.

22 Answering Paragraph 3.9, Defendants admit.

23 Answering Paragraph 3.10, Defendants admit.

24 Answering Paragraph 3.11, Defendants admit conduct as employee of Merchants  
25 Credit Association.

1 Answering Paragraph 3.12, Defendants admit.

2 Answering Paragraph 3.13, Defendants admit.

3 Answering Paragraph 3.14, Defendants admit conduct as employee of Merchants  
4 Credit Association.

5  
6 **IV.**  
**PARTIES**

7 Answering Paragraph 4.1, Defendants admit.

8 Answering Paragraph 4.2, Defendants admit.

9 Answering Paragraph 4.3, Defendants admit.

10 Answering Paragraph 4.4, Defendants admit.

11 Answering Paragraph 4.5, Defendants admit.

12 Answering Paragraph 4.6, Defendants admit only that collectors actions were done on  
13 behalf of his employer, Merchants Credit Association.

14  
15 **V.**  
**FACTS**

16  
17 Answering Paragraph 5.1, Defendants deny for lack of knowledge as to date of receipt.  
18 Affirmatively state that Plaintiff knew of the claim the day before.

19 Answering Paragraph 5.2, Defendants state that the letter speaks for itself.

20 Answering Paragraph 5.3, Defendants admit.

21 Answering Paragraph 5.4, Defendants deny. Admit that letter detailed an account  
22 balance.

23 Answering Paragraph 5.5, Defendants deny demand. Admit Harborview Medical  
24 Center services were rendered to another individual with similar name.

25 Answering Paragraph 5.6, Defendants admit that the patient was a similarly named

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1 individual, not Plaintiff.

2 Answering Paragraph 5.7, Defendants deny for lack of knowledge.

3 Answering Paragraph 5.8, Defendants deny. The individual's name was Berhanu  
4 Abraham.

5 Answering Paragraph 5.9, Defendants believed that they were sending the letter to the  
6 person who received the services.

7 Answering Paragraph 5.10, Defendants admit that Merchants Credit Association  
8 obtained a default judgment against Berhan Abraham, which Merchants Credit Association  
9 believed was the person who received medical services.

10 Answering Paragraph 5.11, Defendants admit that Ms. Abraham demonstrated that she  
11 was not responsible for Mr. Abraham's expenses.

12 Answering Paragraph 5.12, Defendants deny Merchants Credit Association knew of  
13 two individuals, with separate bills, yet very similar names, until notice from Plaintiff's  
14 counsel.

15 Answering Paragraph 5.13, Defendants admit that counsel for Plaintiff herein brought  
16 the issue to the attention of Merchants Credit Association and the Merchants Credit  
17 Association reimbursed all sums to Plaintiff herein along with 12% interest (see Snohomish  
18 County District Court Cause No.C04-00526) under claims against both Plaintiff and Mr.  
19 Abraham.

20 **VI.**  
21 **VIOLATION OF THE FAIR DEBT**  
22 **COLLECTION PRACTICES ACT**

23 Answering Paragraph 6.1, Defendants deny.

24 Answering Paragraph 6.2, Defendants deny.

25 Answering Paragraph 6.3, Defendants deny.

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1 Answering Paragraph 6.4, Defendants deny.

2 Answering Paragraph 6.5, Defendants deny.

3 Answering Paragraph 6.6, Defendants deny.

4 Answering Paragraph 6.7, Defendants deny.

5 Answering Paragraph 6.8, Defendants deny.

6 Answering Paragraph 6.9, Defendants deny.

7 Answering Paragraph 6.10, Defendants deny. The conversation occurred prior to July  
8 26th and more than one year before this case was filed.

9 Answering Paragraph 6.11, Defendants deny.

10  
11 **XII.**  
12 **VIOLATION OF THE WASHINGTON**  
13 **COLLECTION AGENCY ACT**

13 Answering Paragraph 7.1, Defendants deny.

14 Answering Paragraph 7.2, Defendants deny.

15 Answering Paragraph 7.3, Defendants admit.

16 Answering Paragraph 7.4, Defendants admit.

17 Answering Paragraph 7.5, Defendants deny.

18 Answering Paragraph 7.6, Defendants deny.

19 Answering Paragraph 7.7, Defendants deny. By way of further answer, deny any  
20 private right of action exists under 19.16 (WCAA).

21  
22 **XIII.**  
23 **VIOLATION OF THE**  
24 **CONSUMER PROTECTION ACT**

24 Answering Paragraph 8.1, Defendants deny.

25 Answering Paragraph 8.2, Defendants deny.

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1 Answering Paragraph 8.3, Defendants deny. A WCAA violation only satisfies some  
2 elements of a Consumer Protection Act claim.

3 Answering Paragraph 8.4, Defendants admit general statement of the law.

4 Answering Paragraph 8.5, Defendants deny as an overbroad statement of the law.

5 Answering Paragraph 8.6, Defendants deny.

6 Answering Paragraph 8.7, Defendants deny.

7 Answering Paragraph 8.8, Defendants admit the general summary of the statute, deny  
8 violations occurred.

9 Answering Paragraph 8.9, Defendants deny as an overbroad statement of the law.

10 Answering Paragraph 8.10, Defendants deny.

11 Answering Paragraph 8.11, Defendants deny.

12 Answering Paragraph 8.12, Defendants deny.

13 Answering Paragraph 8.13, Defendants deny.

14 Answering Paragraph 8.14, Defendants admit.

15 Answering Paragraph 8.15, Defendants deny. John Doe Collector is an employee only.

16 Answering Paragraph 8.16, Defendants admit general statement, deny violations.

17 Answering Paragraph 8.17, Defendants deny.

18 Answering Paragraph 8.18, Defendants deny.

19 Answering Paragraph 8.19, Defendants deny.

20  
21 **FURTHER ANSWERING AND BY WAY OF AFFIRMATIVE DEFENSE**, the  
22 Defendants allege as follows:

- 23 1. The Plaintiff's claim is barred by the applicable statute of limitation.  
24 2. The Plaintiff's claim is barred by payment.

3. The Plaintiff's claim is barred by set off.
4. Bona fide error.
5. Defendants reserve the right to amend after discovery.

**WHEREFORE**, having answered Plaintiff's Complaint, the Defendants pray for the following relief:

1. The Complaint of the Plaintiff be dismissed with prejudice;
2. Reasonable costs and attorneys' fees incurred in the defense of this suit be reimbursed; and
3. For such other and further relief as the Court may deem just.

DATED this \_\_\_\_ day of November, 2008.

LUKE, CASTEEL & OLSEN, PSC

/s/ Kimberlee Walker Olsen  
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